

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION
RECEIVED
MAY 14 2007 13:40

ALONZO AUSTIN,

Plaintiff,

v.

GLOBAL CONNECTION,

Defendant.

DEBRA P. HACKETT, CLERK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA.

CASE NO. 3:07-CV-0042-MEF

Motion for Summary Judgement by Plaintiff, in
response to Defendants, Motion to Deny
Summary Judgement.

COMES NOW Plaintiff, ALONZO AUSTIN,
pursuant to RULE 56, of the federal Rules
of Civil Procedure, & Moves the Court to
enter Summary Judgement, for the Plaintiff,
ON the grounds that there is no genuine
issue as to any material fact, and the
Plaintiff, is entitled to Judgement as a
matter of Law.

In Support of this Motion Plaintiff refers to the
record in this action, including the Complaint;
the answer to it and Plaintiff attached Affidavit and
exhibits "A", "B" & "C" by ~~Alonzo Austin~~ ~~Alonzo Austin~~ ~~Alonzo Austin~~
ALONZO AUSTIN

1321 Oliver-Carlis Rd. Tuskegee, AL 36685, PH#(334) 727-5476

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

ALONZO AUSTIN,
Plaintiff

V.

GLOBAL CONNECTION,
Defendant

CASE NO. 3:07-CV-042-MEF

Affidavit in Support of Motion for Summary Judgment.

STATE OF ALABAMA, ss.

COUNTY OF MACON;

ALONZO AUSTIN, who, being first duly sworn
deposes and says:

I am ALONZO AUSTIN, and have personal knowledge
of the facts set forth.

This affidavit, is submitted in support of the
Plaintiff, Motion for Summary Judgment, for the
purpose of showing that there is in this action
no genuine issue as to any material fact and
that the Plaintiff, is entitled to Judgment as a
matter of Law.

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2. Plaintiff, entered into an Agreement orally on November 11, 2005, with Defendant to provide Local Telephone Service shortly thereafter during the same conversation on the same date as mentioned above the inducement of 100 Free minutes of Long Distance Service was offered by Defendant to Plaintiff and also a \$3⁰⁰ credit for payment, by Credit Card which Plaintiff accepted, as previously stated in Plaintiff's Complaint correctly. ~~As~~ Defendant, did not accept personal checks, leaving Plaintiff, with the other option of mailing money order, and risking the payments late arrival after the due date.

Which could as explained to Plaintiff, by Defendant, cost a late fee of \$10⁰⁰ and in addition reconnection fee of \$30-\$50 after a disconnection for past due amount.

3. Plaintiff agree with Defendant's Statement in his Affidavit response at paragraph #3
4. Paragraph #4 is a misrepresentation by Defendant for proof that this is untrue. See exhibit "C"
No such terms for free long distance minutes exist on this mailed invoice.

5. Paragraph #5 Plaintiff agrees with Defendant.

6. Paragraph #6 untrue again. See exhibit "C"
(No accounting exist to support Defendant's Contentions.)

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7. Paragraph #7 is a bold Face Misrepresentation!!! as Plaintiff has already Submitted documented evidence via exhibit "A" that makes it clear that Plaintiff was a Customer of Freedom Communication of Tennessee. per Complaint.

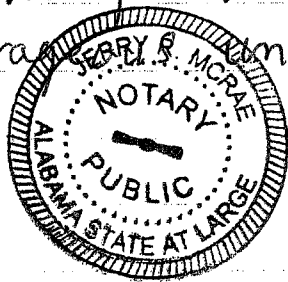
8. Paragraph #8 is not correct and is a non issue made so by Plaintiff. Switching to Freedom Communication, on 1/6/06, thereby Terminating Agreement.

9. Paragraph #9 is also untrue, and a non issue as contract ended on 1/6/06 with Defendant.

10. Paragraph #10, The Wanton and Fraudulent misrepresentation with Malice and Knowledge with a reckless disregard for the Consumer rights of Plaintiff Occurred on 11/11/05, 12/06/05, 1/06/06 and 1/12/06 by Defendant, Credit Card Fraud, Wire Fraud, & Mail Fraud Can not be over Come by Defendant's Expressed Denial with out any offer of evidentiary Proof as required.

11. Paragraph #11 is one more Untruth by Defendant. as No evidence of the 100 Freeminutes promised to Plaintiff by Defendant was ever tendered as Defendant's Claim (No proof exist via Invoice!!!)

finally the Defendant's Affidavit, is FULL OF Outrages, Untruths and misrepresentations.



by: Alonso Ruiz, Jr.
Alonso Ruiz, Jr.

Jerry S. McRae, Notary



PO BOX 48269
Atlanta, Georgia 30362
Local # (770) 457 - 7174
Toll Free # (877) 511 - 3009

Account / PIN # 5550100131 1

Exhibit C

AUTOMIXED AADC 300

ALONZO AUSTIN
1321 OLIVER-CARLIS Rd
Tuskegee AL 36083-3739



33 7542

978801

Invoice Date December 20, 2005	Telephone Number
Due Date January 07, 2006	(334)-727-5476

Description of Service	Amount
Global Silver Package (10 CF) 1/7/06 to 2/6/06	\$56.99
BASIC SERVICE - BS	\$38.85
Id 12-20-05	\$10.00
FCC CHARGE	\$6.50
AL UTILITY PRIVILEGE LIC. TAX	\$1.80
MACON CO. 911 SURCHARGE	\$1.50
FEDERAL EXCISE TAX	\$0.90
FED. UNIVERSAL SERVICE FUND	\$0.29
AL DUAL-PARTY RELAY SYS. FUND	\$0.15
Credit for the Credit Card payment	\$-3.00
To Avoid Disconnection Pay Past Due Balance Immediately	Credit Bal. DO NOT PAY \$-10.00
Your last payment was made on 12/8/05 for 10.00	Current Bal. \$56.99
**Due to rate changes and related usage charges, customers with the area plus service will be charged a \$20.00 service charge monthly in addition to the standard GCIA monthly service charges.	Total Bal. \$46.99

When Mailing In Payment, Make MONEY ORDER Payable To Global Connection, Inc. of America.

Include Account # OR Telephone # When Making Payment.

A \$10.00 Late Fee Will Be Applied To Accounts When Payment Is Not Posted By Due Date. Your Telephone Line Is Subject To Immediate Disconnection If Payment Is Not Received By Due Date. Based On Service Provider, A Reconnection Fee Of \$30-\$50 And Additional Charges For Service Package Will Apply. All Charges And Any Past Due Balance Must Be Paid In Full Before A Reconnection Is Processed.

Detach and return bottom portion with your payment...THANK YOU !!! -- Envie la parte de abajo con su pago...GRACIAS

Account / PIN #: 5550100131 1

Telephone Number: (334)-727-5476

Customer Name: ALONZO AUSTIN

PAY BY
1/7/06

Credit Bal. \$-10.00 978801

Total Bal.: \$46.99

Amt Enclosed: \$

Long Distance Payment * (Optional)

I have enclosed an additional \$ for the purchase of my long distance minutes for low cost of 5.9 cent per minute.

Global Connection Inc. of America

PO Box 48269, Atlanta, Georgia 30362

* If this invoice is PAID IN FULL, GCIA will issue a refund in the event of switching to another carrier or disconnection occurs prior to Bill Due Date, minus a \$25 processing fee. GCIA will NOT issue any refunds for Partially Unused Service. The amount paid toward long distance minutes will not be applied to your GCIA Service for any reason. Promotional offers may expire without notice. Cualquier ofertas de GCIA pueden expirar sin aviso al cliente. **WE NO LONGER ACCEPT PERSONAL CHECKS.**

This invoice did not apply as contract ended on 1/6/06 as indicated above.!! therefore Global Connection had no right to draft my account. on 1/6/06 as Freedom communication U.S.A. had already done so. Lawful

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CERTIFICATE OF SERVICE

I Alonzo Austin, hereby Certify that I have served 1 copies of the foregoing Documents upon Defendant by placing same in the United States mail postage prepaid on this 14th day of May 2007 and addressed to.

GLOBAL CONNECTION INC.
c/o MCKROON, THOMAS & MCKROON
925 broad Street

P.O. Box 3220
Phenix City, AL. 36868-3220

by Alonzo Austin
ALONZO Austin
1321 Oliver-Carlisle Rd.
Tuscaloosa, AL. 36683
Ph # (334) 727-5476